FIRST AMENDMENT TO POWER PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO POWER PURCHASE AGREEMENT (the "Amendment") is entered into this 29 day of April, 2020 (the "Amendment Effective Date") by and between **Duke Energy Progress**, LLC, a North Carolina limited liability company ("Buyer") and **Cherry Blossom Solar**, LLC, ("Seller") under the terms below. Buyer and Seller are sometimes referred to as a "Party" and collectively as the "Parties."

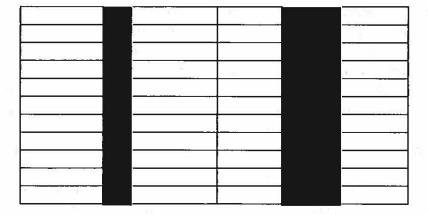
Whereas, Buyer and Seller are parties to that certain Power Purchase Agreement, dated as of January 3, 2018 (the "Agreement");

Whereas, the Parties now desire to amend the Agreement to replace the Performance Security Table contained in Section 5.2.1 and the Contract Price contained in Exhibit 2 in accordance with the terms set forth below.

Now Therefore, in consideration of the promises, mutual covenants and conditions set forth herein and for good and valuable consideration, the sufficiency of which is acknowledged, and intending to be bound hereby, the Parties agree as follows:

- 1. Amendments. Subject to the effectiveness of this Amendment pursuant to the terms and conditions set forth herein, the Agreement is amended as follows:
 - a. **Performance Security Table.** The Performance Security Table contained in Section 5.2.1 of the Agreement is deleted in its entirety and replaced with the following table:

PERFORMANCE SECURITY TABLE



b. Contract Price. The Contract Price table contained in Exhibit 2 of the Agreement is deleted in its entirety and replaced with the following table:

	On-Peak	Capacity		
,	Pricing		Energy Pricing	
	Summer Season	Non- Summer	On-Peak	Off-Peak
	\$/MWh	\$/MWh	\$/MWh	\$/MWh
	,			
	-			

- 2. **No Further Amendment.** Except as herein amended, all terms and conditions of the Agreement are hereby reaffirmed and shall remain in full force and effect as previously written and shall be construed as one document with this Amendment.
- 3. Regulatory Approvals. Seller represents and warrants to Buyer that, as of the date of this Amendment, Seller has obtained such approvals as may be required by all applicable regulatory bodies in connection with, or related, the matters addressed in this Amendment.
- 4. Representations and Warranties. Each Party represents and warrants to the other that: (i) each has the capacity, authority and power to execute, deliver, and perform under this Amendment; (ii) this Amendment constitutes legal, valid and binding obligations enforceable against it; (iii) each person who executes this Amendment on behalf of each Party warrants to having full and complete authority to do so; (iv) each party is acting on its own behalf, has made its own independent decision to enter into this Amendment, has performed its own independent due diligence, is not relying upon the recommendations of any other party, and is capable of understanding, understands, and accepts the provisions of this Amendment; (v) each Party has completely read, fully understands, and voluntarily accepts every provision hereof; (vi) each Party agrees that neither Party shall have any provision hereof construed against such party by reason of such Party drafting any provision of this document; and, (vii) nothing in this Amendment intended to modify or otherwise clarify the intent of any provision of the Agreement, except to the extent expressly modified hereby.
- 5. **Defined Terms.** All capitalized terms not defined herein shall have the same meaning ascribed to such terms in the Agreement.

- 6. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of South Carolina, without reference to choice of law doctrines.
- 7. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives effective as of the Amendment Effective Date.

Duke	Energy	Progress,	LLC
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By: David B Johnson (Apr 29, 2020)

Name: David B Johnson

Title: Director

Cherry Blossom Solar, LLC

BV: Jesse Montgomery

Name: _____ Jesse Montgomery

Manager, CBH Managing Member LLC